



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2

290 BROADWAY

NEW YORK, NEW YORK 10007-1866

MAR 15 2016

EXPRESS MAIL

Jane E. Booth
General Counsel
Columbia University
412 Low Memorial Library
535 West 116th Street
New York, NY 10027

Re: Old Roosevelt Field Contaminated Groundwater Area Superfund Site, Garden City,
Nassau County, New York

Request for Information Pursuant to Comprehensive Environmental Response,
Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675

Dear Ms. Booth:

The U.S. Environmental Protection Agency ("EPA") is charged with responding to the release or threatened release of hazardous substances, pollutants and contaminants into the environment and with enforcement responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. §§ 9601-9675 (also known as the "Superfund" law). More information about CERCLA, including a copy of the Superfund law, may be found at www.epa.gov/superfund.

EPA has documented the release and threatened release of hazardous substances into the environment at the Old Roosevelt Field Contaminated Groundwater Area Superfund Site (the "Site"), located in Garden City, Nassau County, New York. The Site includes, but is not limited to, the area that was formerly the Roosevelt Field Airfield ("Airfield"). In response to the release and threatened release of hazardous substances into the environment at the Site, EPA has spent public funds and anticipates spending additional public funds.

In May 2000, the Site was added to the National Priorities List established pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605. EPA conducted a remedial investigation/feasibility study ("RI/FS") at the Site from 2001-2007, which identified the contaminants present at the Site including, but not limited to, trichloroethylene and tetrachloroethylene. The RI/FS also evaluated appropriate remedial alternatives to address the identified contamination at the Site. From those alternatives, and pursuant to the criteria established in CERCLA and the National

Contingency Plan, 40 C.F.R. Part 300, on September 28, 2007, EPA issued a Record of Decision ("ROD"), which provided for, among other things, the extraction and treatment of contaminated groundwater at the Site. EPA is currently implementing the work called for in the ROD.

EPA is conducting additional investigations of potential sources of contamination at the Site. EPA is seeking information regarding companies or other entities that may have operated at or in the vicinity of the Airfield. EPA has evaluated information obtained in connection with the Site which indicates that Columbia University ("Columbia" or the "University")), or a predecessor or affiliate of Columbia known as "Airborne Instruments Laboratory," owned or operated a facility located on, adjacent to, and/or near the Airfield.

Request for Information

This letter seeks Columbia's cooperation in providing information and documents relating to the Site. We encourage you to give this letter its immediate attention. A complete and truthful response to the enclosed Request for Information should be submitted to EPA within thirty (30) days of your receipt of this letter.

Under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), EPA has broad information gathering authority which allows EPA to require persons to provide information or documents relating to the materials generated, treated, stored or disposed of at or transported to a facility, the nature or extent of a release or threatened release of a hazardous substance, pollutant or contaminant at or from a facility, and the ability of a person to pay for or perform a cleanup.

While EPA seeks Columbia's cooperation in this investigation, its compliance with the enclosed Request for Information is required by law. When you have prepared Columbia's response to the Request for Information, please sign and have notarized the enclosed "Certification of Answers to Request for Information," and return that Certification to EPA along with Columbia's response. Please note that false, fictitious or fraudulent statements or representations may subject Columbia to civil or criminal penalties under federal law. In addition, Section 104 of CERCLA authorizes EPA to pursue penalties for failure to comply with requests for information.

Pursuant to Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), Columbia may assert a claim of confidentiality covering requested information originating from a third party. A claim of confidentiality may be asserted by placing on (or attaching to) the information, at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret" or "proprietary" or "confidential". Such a claim of confidentiality does not relieve Columbia of the obligation to provide EPA with information. Information covered by such a claim will be disclosed by EPA only to the extent and by means of procedures set forth in Title 40, Part 2, Code of Federal Regulations, Subpart B. If no claim accompanies the information when it is received by EPA, such information may be made available to the public by EPA without further notice to the University. You should read the

above-cited statutory and regulatory provisions carefully before asserting a confidentiality claim, since certain categories of information are not properly the subject of such a claim.

If Columbia has information about other parties who may have information which may assist EPA in its investigation of the Site or may be responsible for the contamination at the Site, that information must be submitted to EPA within the time frame noted above.

Please note that if after submitting Columbia's response you obtain additional or different information concerning the matters addressed by the Request for Information, it is necessary that Columbia promptly notify EPA.

This Request for Information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. §§ 3501-3520.

Columbia's response to this Request for Information, which may be submitted electronically, should be sent to:

Elizabeth Leilani Davis
Assistant Regional Counsel
New York/Caribbean Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 17th Floor
New York, New York 10007-1866
davis.leilani@epa.gov

with a copy to:

Sherrel Henry
Remedial Project Manager
New York Remediation Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region 2
290 Broadway, 20th Floor
New York, New York 10007-1866
henry.sherrel@epa.gov

Tolling Agreement

EPA has already incurred substantial cleanup costs at this Site. EPA is evaluating whether Columbia may be liable under CERCLA and thus a potentially responsible party ("PRP") at the Site, pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). However, EPA would like to avoid potential litigation of our CERCLA claim, if possible, and therefore we have enclosed for your signature a "Tolling Agreement" for the Site.

A Tolling Agreement is a document frequently entered into between the United States on behalf of EPA and private parties in order to defer potential litigation and enable the parties to carry out settlement negotiations, if appropriate. The Tolling Agreement postpones the running of the statute of limitations period and thereby extends the time within which the Government must initiate a lawsuit under CERCLA.

After reading the enclosed Tolling Agreement, please fill out the signature page attached to it, sign the signature page in the appropriate space provided, and return it to Ms. Davis at the above address within seven (7) calendar days of Columbia's receipt of this letter.

If you have any questions regarding this letter, you may contact Ms. Davis via email at davis.leilani@epa.gov or by telephone at (212) 637-3249.

We appreciate and look forward to Columbia's prompt response to this information request.

Sincerely yours,



Nicoletta DiForte
Deputy Director for Enforcement
Emergency and Remedial Response Division

Enclosures 1) Request for Information
 2) Tolling Agreement

INSTRUCTIONS FOR RESPONDING TO REQUEST FOR INFORMATION

A. Directions

1. A complete and separate response should be given for each question.
2. Identify each answer with the number of the question to which it is addressed.
3. For each document produced in response to this Request for Information, indicate on the document, or in some other reasonable manner, the question to which it applies.
4. In preparing the response to each question, consult with all present and former employees and agents of the University, as the term is defined below, whom you have reason to believe may be familiar with the matter to which the question pertains.
5. In answering each question, identify each individual and any other source of information (including documents) that was consulted in the preparation of the response to the question.
6. If you are unable to give a detailed and complete answer, or to provide any of the information or documents requested, indicate the reason for your inability to do so.
7. If you have reason to believe that an individual other than one employed by the University may be able to provide additional details or documentation in response to any question, identify that person.
8. If a document is requested but not available, state the reason for its unavailability. To the best of your ability, identify the document by author, date, subject matter, number of pages, and all recipients of the document with their addresses.
9. If anything is omitted from a document produced in response to this Request for Information, state the reason for, and the subject matter of, the omission.
10. If you cannot provide a precise answer to a question, please approximate but, in any such instance, state the reason for your inability to be more specific.
11. Whenever this Request for Information requests the identification of a natural person, or other entity, the person or entity's full name and present or last known address also should be provided.
12. All verbs shall be construed to include all tenses.
13. References to the singular shall be construed to include the plural, and references to the plural shall be construed to include the singular.
14. Interpret "and" as well as "or" to include within the scope of the question as much information as possible. If two interpretations of a question are possible, use the one that

provides more information.

15. Confidential Information. The information requested herein must be provided even though Columbia may contend that it includes confidential business information or trade secrets of a third party. Columbia may assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. §§ 9604(e)(7)(E) and (F), and 40 C.F.R. § 2.203(b).

If Columbia makes a claim of confidentiality for any of the information it submits to EPA, Columbia must prove that claim. For each document or response it claims to be confidential, Columbia must separately address the following points:

- a. the portions of the information which are alleged to be entitled to confidential treatment;
- b. the period of time for which confidential treatment is desired (e.g., until a certain date, until the occurrence of a specific event, or permanently);
- c. measures taken by the University to guard against the undesired disclosure of the information to others;
- d. the extent to which the information has been disclosed to others, and the precautions taken in connection therewith;
- e. pertinent confidentiality determinations, if any, by EPA or other federal agencies, and a copy of any such determinations or reference to them, if available; and
- f. whether disclosure of the information would likely result in substantial harmful effects on a third party's competitive position, and if so, what those harmful effects would be, why they should be viewed as substantial, and an explanation of the causal relationship between disclosure and such harmful effects.

To make a confidentiality claim, please stamp, or type, "confidential" on all confidential responses and any related confidential documents. Confidential portions of otherwise non-confidential documents should be clearly identified. Please submit Columbia's response so that all non-confidential information, including any redacted versions of documents, is in one envelope and all materials for which Columbia desires confidential treatment are in another envelope.

All confidentiality claims are subject to EPA verification. It is important that Columbia satisfactorily show that the University has taken reasonable measures to protect the confidentiality of the information and that it intends to continue to do so and that it is not and has not been obtainable by legitimate means without Columbia's consent.

Information covered by such claim will be disclosed by EPA only to the extent permitted by CERCLA Section 104(e) and 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the University.

B. Definitions

1. The term "Airfield" shall mean the approximately 900-acre former airfield known as Roosevelt Field Airfield, including its hangars, runways, buildings and other improvements, located at the corner of Old Country Road and Clinton Road, Garden City, New York.
2. As used herein, the term "University" refers not only to Columbia University as it is currently named and constituted, but also all subsidiaries, divisions, and branches as well as any predecessors and successors in interest, including but not limited to, Airborne Instruments Laboratory, as well as any other affiliated entity that at any time operated at the Airfield.
3. The term "Facility" shall include Hangar 7, or any other area of the Airfield or in the immediate vicinity of the Airfield which the University owned, leased and/or operated. Separately identify all such additional Facility(ies) in Columbia's responses to relevant questions in this Request for Information.
4. As used herein, the term "hazardous substance" shall have the meaning set forth in Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14). The substances which have been designated as hazardous substances pursuant to Section 102(a) of CERCLA (which, in turn, comprise a portion of the substances that fall within the definition of "hazardous substance" under Section 101(14) of CERCLA) are set forth at 40 CFR Part 302.
5. As used herein, the terms "disposal," "hazardous waste," and "storage" shall have the meanings set forth in Sections 1004(3), (5) and (33) of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6903(3), (5) and (33), respectively.
6. The terms "document" and "documents" shall include writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of tele-phone and other conversations including meetings, agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or intra office communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or

disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which is produced, (b) every copy which has any writing, figure or notation, annotation or the like of it, (c) drafts, (d) attachments to or enclosures with any document and (e) every document referred to in any other document.

7. The term "identify" with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship) means to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.
8. The term "identify" with respect to a natural person means to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position, or business.
9. The term "identify" with respect to a document means to provide its customary business description, its date, its number if any (e.g. invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.
10. As used herein, the term "industrial waste" shall mean any solid, liquid or sludge or any mixture thereof which possesses any of the following characteristics:
 - a. it contains one or more "hazardous substances" (at any concentration) as defined in 42 U.S.C. § 9601(14);
 - b. it is a "hazardous waste" as defined in 42 U.S.C. § 6903(5);
 - c. it has a pH less than 2.0 or greater than 12.5;
 - d. it reacts violently when mixed with water;
 - e. it generates toxic gases when mixed with water;
 - f. it easily ignites or explodes;
 - g. it is an industrial waste product;
 - h. it is an industrial treatment plant sludge or supernatant;
 - i. it is an industrial byproduct having some market value;
 - j. it is coolant water or blowdown waste from a coolant system;
 - k. it is a spent product which could be reused after rehabilitation; or
 - l. it is any material which you have reason to believe would be toxic if ingested, inhaled or placed in contact with your skin.
11. As used herein, the term "release" shall have the meaning set forth in Section 101(22) of

CERCLA, 42 U.S.C. § 9601(22).

12. As used herein, the term "Site" shall refer to the Old Roosevelt Field Contaminated Groundwater Area Site located in Garden City, New York, in the vicinity of the intersection of Clinton Road and Old Country Road. The Site includes the former airfield known as Roosevelt Field Airfield.
13. All terms not defined herein shall have their ordinary meanings, unless such terms are defined in CERCLA or RCRA, in which case the statutory definitions apply.

REQUEST FOR INFORMATION

1. Please provide the following information on the University:
 - a. State the exact legal name of the University.
 - b. Identify the state and date of the University charter, as well as the University's agents for service of process in New York State.
 - c. Please identify the president of the University. Please also provide the mailing address of the president if it is different than the address shown on the first page of the Request for Information letter.
 - d. If the University a subsidiary, division, branch or affiliate of a corporation or other entity, identify each of those other entities and those entities' chief executive officers or other presiding officers. Identify the state of incorporation and agents for service of process in the state of incorporation and in New York State for each entity identified in Columbia's response to this question.
2. Did the University ever own, lease, or conduct operations at the Facility (as defined above).
3. If Columbia's answer to Question 2 is yes, during what years did it own, lease, or conduct operations at the Facility? Did it sublease the property, and if so, to whom? Please provide copies of all leases. For any property that the University owned at the Facility, please provide copies of documents which effectuated the University's acquisition of the Facility property and, if no longer owned, the sale of the Facility property.
4. Please describe in detail the manufacturing processes and/or any other operations conducted by the University at the Facility. If those operations were not constant, describe the nature of all changes in operations and state the year of each change. If detailed information about the University's operations is not available, provide, at minimum, a generalized description of the nature of the University's business and the type of work the University would have conducted at such locations.
5. With respect to hazardous substances, hazardous wastes and industrial wastes at the Facility:
 - a. List all hazardous substances, hazardous wastes and industrial wastes that were used, stored, generated, handled or received by the University. Be as specific as possible in identifying each chemical, and provide, among other things, the chemical name, brand name, and chemical content.

- b. State when each hazardous substance, hazardous waste and industrial waste identified in Columbia's response to question 5.a., above, was used, stored, generated, handled or received and state the volume of each hazardous substance, hazardous waste and industrial waste used, stored, generated, handled, or received on an annual basis.
 - c. Describe the activity or activities during which each hazardous substance, hazardous waste and industrial waste identified in Columbia's response to question 5.a., above, was used, stored, generated, handled or received.
 - d. Show the locations where hazardous substances, hazardous wastes and industrial wastes identified in Columbia's response to question 5.a., above, were used, stored, generated, handled, or received, on a map or diagram of the Facility ("Facility Plan").
 - e. In addition to the Facility Plan, provide past floor plans, reflecting changes over the period of operation. The floor plans should depict all drainage sumps and above-ground and below-ground discharge piping and above-ground and underground storage tanks.
6. a. What did the University do with the hazardous wastes, hazardous substances, and industrial wastes that it used, stored, generated, received, or otherwise handled at the Facility after it was finished with them? Columbia's answer to this question should address, but not be limited to, instances in which hazardous substances, hazardous wastes, and industrial wastes were spilled or otherwise disposed of onto or into the ground from drains, drums, tanks, or any other containers, as well as instances in which drains, drums or other containers containing any volume whatsoever of hazardous substances, hazardous wastes and industrial wastes caught fire. For each disposal identified in Columbia's response to this question:
- i. Identify the locations at the Facility where such disposal occurred;
 - ii. State the periods during which such disposal occurred at each area identified in Columbia's response to Question 6.a.i., above;
 - iii. Identify each of the materials disposed of at the Facility, including the chemical content, characteristics, and form (solid, liquid, sludge or gas) of the material;
 - iv. Describe the method of disposal used;
 - v. Indicate whether and what pretreatment of any hazardous substances,

hazardous wastes and industrial wastes was provided;

- vi. Describe how the material was containerized (if at all) at the time of the disposal; and
 - vii. State the quantity of each such material that was disposed of at the Facility.
- b. If any hazardous substances, hazardous wastes and industrial wastes ever were removed from the Facility for disposal or treatment, state the names and addresses of the transporters and disposal or treatment facilities used and the period during which each such transporter and disposal or treatment site was used. If Columbia is unaware of the ultimate disposal location of any of the hazardous substances, hazardous wastes and industrial wastes that were removed from the Facility, state the nature and quantity of the particular materials in question and the names and addresses of the companies or individuals who removed the materials from the Facility.
7. If the Facility had bulk storage of petroleum or chemicals, please state the nature and location of the materials stored, including the types of petroleum products, chemical products, and additives handled at the Facility, show the location of storage tanks on the Facility Plan, and provide all documents related to the permitting, inspection, maintenance, product inventory levels, cleaning or closure of such tanks.
8. Identify all leaks, spills or releases or threats of releases of any hazardous substances, hazardous wastes and industrial wastes into the environment that have occurred or may have occurred at or from the Facility, including any leaks or releases from aircraft, equipment, and discharge pipes, as well as from storage tanks, drums, other containers and other tanks. Columbia's answer should include:
- a. When each release occurred;
 - b. How each release occurred;
 - c. What individuals and companies caused or contributed to each release;
 - d. What hazardous substances were released, and in what form (e.g., gas, liquid, solid or sludge);
 - e. The amount of each hazardous substance released;
 - f. Where each release occurred (indicate the location on the Facility Plan);

- g. The medium (soil, water, air) on or into which the material was released;
 - h. Whether the release was fully contained and, if not, where the uncontained portion of the release is believed to have gone;
 - i. Any and all activities undertaken in response to each release;
 - j. Any and all investigations of the circumstances, nature, extent or location of each release including the results of any soil, water (ground or surface), or air testing that was undertaken; and
 - k. The identity of all persons with information relating to subparts a. through j. of this Question.
9. In addition to any documents requested above, please provide copies of the following:
- a. All other records relating to releases of hazardous substances, hazardous wastes, and industrial wastes at the Facility;
 - b. All historic photographs, including aerial photographs showing Facility construction or renovation, industrial or commercial processes, sanitary and storm sewer systems, outfalls, and indoor and outdoor storage of hazardous substances, hazardous waste, and industrial waste;
 - c. All waste manifests, invoices or other documents relating to the disposal or other handling of hazardous substances, hazardous wastes, and industrial wastes at the Facility; and
 - d. All investigation documents relating to conditions at the Facility, including but not limited to the following:
 - i. Safety and environmental audits;
 - ii. Notices of violations of environmental laws and regulations;
 - iii. Sampling results;
 - iv. Cleanup documents;
 - v. Spill reports; and
10. Did the Facility's operations include cleaning of tanks, or other containers, used to contain hazardous substances, hazardous wastes, or industrial wastes? If so, describe in

detail the Facility's cleaning practices during the period of operations, including the number of tanks, or other containers, on-site, the frequency and method of cleaning, the volume of cleaning waste generated, and the method and location of cleaning waste disposal.

11. Identify all of the discharge locations at the Facility on the Facility Plan, including but not limited to, pipes, drains, sumps, sewer connections and tanks. Describe each discharge location's purpose and use, show the location of each discharge point on the Facility Plan, and indicate whether it discharged to the ground, a sewer, or other location(s).
12. Has the University been a party to any litigation, whether as plaintiff or defendant, where an allegation included liability for contamination at or from the Facility? If yes, identify such litigation and its disposition, briefly describe the nature of the University's involvement in the litigation and provide a copy of the pleadings and any final order.
13. Has the University or an affiliate been identified by New York State or Nassau County as a party responsible for environmental contamination with respect to the Facility? If yes, state the University's understanding of the basis for such notice of responsibility and provide a copy of all related correspondence, orders and agreements between the University and the state or county.
14. Describe the cleaning and maintenance of any airplanes, vehicles, equipment and machinery or parts thereof involved in the University's operations at the Facility, including but not limited to:
 - a. Types of materials used for such cleaning and maintenance;
 - b. Monthly or annual quantity of each such material used;
 - c. Types of materials spilled in the University's cleaning and maintenance operations;
 - d. Materials used to clean up those spills;
 - e. Methods used to clean up those spills;
 - f. Location where spilled materials and materials used to clean up those spills were disposed of.

Provide copies of all University manuals or procedures relating to cleaning of airplanes, vehicles, other equipment and machinery and the Facility, and provide copies of all records of such cleaning and maintenance including internal records and records from

any outside vendor for such services.

15. If the University may have insurance coverage or indemnity rights for potential liability with respect to the Site, including such coverage or rights that it may have acquired from an entity that previously operated at the Site (regardless of whether it contends that it is not a successor to that entity), please provide the following information:
 - a. Copies of all casualty, liability and/or pollution insurance policies issued to the University or a prior entity from the date of commencement of operations at the Site to present, including but not limited to comprehensive general liability, primary, umbrella and excess policies, as well as any environmental impairment liability or pollution legal liability insurance;
 - b. If the University does not have copies of such policies, please provide information or documentation which may allow EPA to identify the nature and extent of insurance coverage, including but not limited to, the insurer name, policy number, effective date, broker, insurer and/or broker correspondence, insurance recovery, litigation or settlement records;
 - c. The identity of any entity that may have a duty to indemnify the University for any potential liability at the Site or for the past operations of a prior entity and copies of any documents that reflect a requirement to indemnify; and
 - d. If the insurance, indemnity or information described above, was acquired from the prior entity, please provide a copy of the assignment or other document that provided for that acquisition.
16. Does the University have any additional information or documents which may help EPA identify other companies (or their successors-in-interest), governmental entities, or individuals which owned or operated at the Site, or otherwise contributed contamination to the Site? If so, please provide that information and those documents, state the location and time period when each such entity owned or operated at the Site, or contributed contamination to the Site, and identify the source(s) of the University's information.
17. Identify the persons having knowledge of facts relating to the questions which are the subject of this inquiry. For each such person that you identify, provide the name, address, and telephone number, and the basis of your belief that he or she has such knowledge. For past and present employees of the University, include their job title and a description of their responsibilities.
18. Please state the name, title and address of each individual who assisted or was consulted in the preparation of Columbia's response to this Request for Information. In addition, state whether each person has personal knowledge of the answers provided.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION
OLD ROOSEVELT FIELD CONTAMINATED GROUND WATER AREA
SUPERFUND SITE

State of

County of _____:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that the University is under a continuing obligation to supplement its response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or the University's response thereto should become known or available to the University.

NAME (print or type)

TITLE (print or type)

SIGNATURE

Sworn to before me this
___ day of ____, 201__

Notary Public

**OLD ROOSEVELT FIELD CONTAMINATED GROUNDWATER AREA
SUPERFUND SITE TOLLING AGREEMENT**

This Tolling Agreement is entered into on this ____ day of _____, 2016 between the United States of America ("United States") on behalf of the United States Environmental Protection Agency ("EPA"), and _____ ("Cooperating Party") (collectively, the "Parties").

WHEREAS EPA conducted response activities and thereby incurred response costs related to the release or threat of release of hazardous substances at the Old Roosevelt Field Contaminated Groundwater Area Superfund Site, which is located in Garden City, New York;

WHEREAS, the United States contends that it may have a civil cause of action against Cooperating Party pursuant to Sections 106, 107 and 113 of the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. §§ 9606, 9607 and 9613, for the recovery of response costs and performance of future work ("Tolled Claims").

WHEREAS, the United States and Cooperating Party enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any party hereto, except as specifically provided herein.

NOW, THEREFORE, the Parties hereto, in consideration of the covenants set out herein, agree as follows:

1. The period commencing on February 1, 2016 and ending on November 1, 2016, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Cooperating Party shall not assert, in any action brought by the United States regarding the Tolled Claims, any affirmative defense, including, but not limited to, laches, estoppel, waiver or other equitable defense, based on the running of any statute of limitations during the Tolling Period or the passage of time during the Tolling Period.

4. This Tolling Agreement does not constitute an admission or acknowledgment of any fact, conclusion of law, or liability by any party to this Tolling Agreement. Nor does this Tolling Agreement constitute an admission or acknowledgment on the part of the United States that any statute of limitations, or defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute

of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable. Cooperating Party reserves all rights and defenses which it may have, except as set forth in this Tolling Agreement, to contest or defend any claim or action the United States may assert or initiate against Cooperating Party.

5. This Tolling Agreement may not be modified except in a writing signed by all the Parties. This Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Cooperating Party.

7. This Tolling Agreement is not intended to affect any claims by or against third parties.

8. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

9. The undersigned representative of each of the parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Tolling Agreement shall be binding upon the United States, acting on behalf of the United States Environmental Protection Agency, and upon Cooperating Party and its successors.

10. This Tolling Agreement is effective upon execution by Cooperating Party, without the requirement of filing with the Court, and may be signed in counterparts.

For the United States on behalf of the U.S.
Environmental Protection Agency:

For Company:

ROBERT L. CAPERS
United States Attorney
Eastern District of New York

By: _____
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